

The Honorable Marc L. Barreca  
Chapter 7  
Seattle  
Hearing Date: August 1, 2014  
Hearing Time: 9:30 AM  
Response Due: July 25, 2014

**IN THE UNITED STATES BANKRUPTCY COURT FOR THE  
WESTERN DISTRICT OF WASHINGTON AT SEATTLE**

In Re:

JOHN GORDON VIGIL and  
CONNIE ANN VIGIL,

Debtors.

No. 14-14555-MLB

**NOTICE OF HEARING AND MOTION FOR  
RELIEF FROM THE AUTOMATIC STAY OR IN  
THE ALTERNATIVE FOR ADEQUATE  
PROTECTION**

**NOTICE**

Notice is hereby given that on August 1, 2014 at 9:30 AM before the Honorable Marc L. Barreca, at the US Courthouse, 700 Stewart Street, Courtroom 7106, Seattle, WA, Movant will present its motion for relief from stay or in the alternative, for adequate protection. Any response must be filed and served by the response date of July 25, 2014. If no response is filed within the time allowed, the Court may in its discretion grant the motion prior to the hearing without further notice.

**MOTION**

Bank of America, N.A. ("Movant") hereby moves this Court, pursuant to 11 U.S.C. § 362, for relief from the automatic stay or in the alternative for adequate protection with respect to certain real property of the Debtor(s) having an address of 1957 23rd Pl NE, #1-201, Issaquah, WA 98029 (the "Property"), for all purposes allowed by the Note (defined below), the Deed of Trust (defined below), and applicable law,

NOTICE OF HEARING AND MOTION FOR  
RELIEF FROM STAY - 1

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720 Olive Way, Suite 1201  
Seattle, WA 98101

1 including but not limited to the right to foreclose. In further support of this Motion, Movant respectfully  
2 states to the best of the undersigned's knowledge:

3 1. A petition under Chapter 7 of the United States Bankruptcy Code was filed with respect to  
4 the Debtor(s) on June 12, 2014.

5 2. The Debtor(s) has/have executed and delivered or is/are otherwise obligated with respect to  
6 that certain promissory note in the original principal amount of \$229,904.00 (the "Note"). A true and  
7 correct copy of the Note is attached to the Declaration of Bank of America, N.A. as Exhibit A. Movant is  
8 an entity entitled to enforce the Note.

9 3. As evidenced by the assignments, endorsements, and/or allonges attached to the Note, the  
10 Note has been endorsed in blank. Movant is an entity entitled to enforce the Note because Movant is in  
11 possession, either directly or through the use of an authorized agent and/or document custodian, of the Note  
12 endorsed in blank.

13 4. Pursuant to that certain Deed of Trust (the "Deed of Trust"), all obligations (collectively, the  
14 "Obligations") of the Debtor(s) under and with respect to the Note and the Deed of Trust are secured by the  
15 Property described in the Deed of Trust. A true and correct copy of the Deed of Trust is attached to the  
16 Declaration of Bank of America, N.A. as Exhibit B.

17 5. As of June 20, 2014, the outstanding amount of the Obligations less any partial payments or  
18 suspense balance is \$249,579.08.

19 6. The following chart sets forth the number and amount of payments due pursuant to the terms  
20 of the Note that have been missed by the Debtor(s) as of June 20, 2014:

# of Missed Payments	From	To	Monthly Payment Amount	Total Amounts Delinquent
6	08/01/2013	01/01/2014	\$1,356.11	\$8,136.66
5	02/01/2014	06/01/2014	\$1,354.45	\$6,772.25
				Less Suspense Balance: \$0.00

Total: \$14,908.91

7. The estimated market value of the Property is \$217,000.00. The basis for such valuation is Schedule A.

8. According to Schedule D, the aggregate amount of encumbrances on the Property listed in the Schedules or otherwise known, including but not limited to the encumbrances granted to Movant, is \$255,520.00.

9. Cause exists for relief from the automatic stay for the following reasons: (a) Movant's interest in the Property is not adequately protected. Movant's interest in the collateral is not protected by an adequate equity cushion; (b) Pursuant to 11 U.S.C. § 362(d)(2)(A), Debtor(s) has/have no equity in the Property; and pursuant to § 362(d)(2)(B), the Property is not necessary for an effective reorganization.

WHEREFORE, Movant prays that this Court issue an Order terminating or modifying the stay and granting the following:

1. Relief from the stay for all purposes allowed by the Note, the Deed of Trust, and applicable law, including but not limited to allowing Movant (and any successors or assigns) to proceed under applicable non-bankruptcy law to enforce its remedies to foreclose upon and obtain possession of the Property pledged under the Deed of Trust.

2. That the Order be binding and effective despite any conversion of this bankruptcy case to a case

1 under any other chapter of Title 11 of the United States Code.

2 3. For such other relief as the Court deems proper.

3 DATED this 2nd day of July, 2014.

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5 By: /s/ Susan M. Stanley  
6 Susan M. Stanley, WSBA #11982  
7 Of Bishop, Marshall & Weibel, P.S.  
8 Attorney for Movant  
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